

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-162-T - ORDER NO. 2021-31
JANUARY 15, 2021

IN RE:	Application of Modern Day Movers, LLC for)	ORDER GRANTING
	a Class E (Household Goods) Certificate of)	CLASS E (HOUSEHOLD
	Public Convenience and Necessity for)	GOODS) CERTIFICATE
	Operation of a Motor Vehicle Carrier)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Modern Day Movers, LLC (hereinafter referred to as “Modern Day Movers” or the “Applicant”). By its Application, Modern Day Movers requests a Class E (Household Goods) Certificate of Public Convenience and Necessity (“CPCN”) with authority to transport household goods statewide.

II. PROCEDURAL HISTORY

Modern Day Movers filed its Application with the Commission on July 17, 2020. An Amended Application was filed on October 16, 2020. By letter dated July 21, 2020, the Clerk’s Office of the Commission instructed Applicant to publish the Notice of Filing (the “Notice”) in newspapers of general circulation. Among other things, the Notice provided details regarding the Application and advised any person who desires to participate as a party of record that a Petition to Intervene must be filed on or before August 27, 2020. Notice was timely published. No person intervened as a party of record.

The evidentiary hearing was held virtually on October 21, 2020, with the Honorable Justin T. Williams presiding. Applicant was represented by Elizabeth Hyatt, Esquire. The South Carolina Office of Regulatory Staff (“ORS”), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2019), was represented by C. Lessie Hammonds, Esquire.

III. EVIDENCE OF RECORD

Applicant called John Matthews as its witness. In 2016, Mr. Matthews started Modern Day Movers, in partnership with Amie Matthews. Prior to forming Modern Day Movers, Mr. Matthews was employed with Minute Man Movers for seventeen (17) years. Modern Day Movers owns a 26-foot box truck, employs nine (9) movers, and currently performs commercial moves for the University of South Carolina.

Modern Day Movers is exempt from having a safety rating from the US Department of Transportation. Mr. Matthews testified there are no complaints or judgments against him or Modern Day Movers. Applicant has adequate equipment, facilities, and financial resources to provide the moving services described in the Application. Mr. Matthews certified Modern Day Movers is familiar with all statutes and regulations governing for-hire motor carrier operations in South Carolina, including the Commission’s regulations regarding insurance requirements.

On October 19, 2020, Applicant moved to present shipper witness testimony by affidavit. The Hearing Officer granted this request by Order No. 2020-101-H. Modern Day Movers offered the shipper witness testimony of Jadon Vick, Shannon Threatt, and Andrew Broughton. According to Jadon Vick, Modern Day Movers will bring a moving company to the Lancaster County, South Carolina area where there are little to no

reasonably priced options available. The nearest moving company is at least forty (40) minutes away from the area. Further, Lancaster County is developing. As a growing county in the middle of a pandemic, Vick states it is important to keep money flowing to businesses in the area. Shannon Threatt advocates for the certification of Modern Day Movers based on a personal experience. She was forced to use family members during a move after discovering there are no reputable moving companies in the Lancaster/Chesterfield area that are licensed to move household goods. She states certifying Modern Day Movers would eliminate the “hefty” travel expenses that other moving companies charge to conduct a move in the area. Lastly, Andrew Broughton recommends approval of Modern Day Movers’ Application. The closest moving company is anywhere from thirty (30) minutes to an hour away. Thus, he states, there is a struggle to obtain a cost-efficient moving company in the Lancaster County area.

ORS did not prefile testimony. By letter dated October 20, 2020, ORS stated it “is of the opinion that the Applicant will meet the requirements of fit, willing, and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133 (2012).” Thomas McGill, Assistant Manager of Safety, Transportation, and Emergency Response with ORS, testified regarding the October 28, 2020 site visit at the offices of Modern Day Movers. During the visit, Mr. McGill reviewed Applicant’s tariff and bill of lading. He also inspected Applicant’s facilities and equipment. Mr. McGill testified, based upon the visit, that the Applicant meets the minimum requirements and is able to perform the proposed service.

IV. LAW

The Commission is charged with promulgating regulations to govern the operations of carriers of household goods. S.C. Code Ann. § 58-23-590(A). The Commission is authorized to fix or approve just and reasonable rates, fares, and charges upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized services. S.C. Code Ann. § 58-23-1010 (2015); S.C. Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). S.C. Code Ann. Regs 103-133 is entitled “Proof Required to Justify Approving an Application” and for household goods and hazardous waste for disposal applications provides as follows:

- a. **FIT.** The applicant must demonstrate or the commission determines that the applicant’s safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant. The applicant should further certify that he is familiar with all statutes and regulations, including safety operations in South Carolina, and agree to operate in compliance with these statutes and regulations.
- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission’s insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant’s purpose for seeking a Class E Certificate, the applicant’s 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.

- c. **WILLING.** Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant’s willingness to provide the authority sought.

(emphasis added) S.C. Code Ann. Regs. 103-133(1) (2012).

V. DISCUSSION

Based upon the testimony of Mr. Matthews and the Application submitted in this docket, Modern Day Movers has demonstrated it is fit, willing, and able to provide and properly perform the services which it seeks to provide. “Fitness” was demonstrated by Mr. Matthews (1) testifying that Modern Day Movers, although exempt, is aware of the requirement for a safety rating, (2) certifying that there are no outstanding judgments pending against Modern Day Movers, and (3) further certifying that Modern Day Movers is familiar with and will operate in compliance with all statutes and regulations governing movers of household goods.

“Able” was demonstrated by the testimony of Mr. Matthews who testified that Modern Day Movers has purchased a 26-foot box truck. The company has nine (9) trained employees who currently perform local office moves for the University of South Carolina, which are services similar to the household goods moving service Applicant seeks to offer statewide. Modern Day Movers supplemented its Application with an insurance quote, indicating Applicant is aware of the Commission’s insurance requirements and the associated costs. Lastly, Mr. McGill testified that the October 28, 2020 inspection of Applicant’s vehicle and facilities reveals that Modern Day Movers is able to perform the proposed moving services.

Having demonstrated Modern Day Movers is “fit” and “able” to provide the proposed service, filing the Application satisfies the “willing” requirement.

Applicant has also met the public convenience and necessity requirement. According to shipper witnesses Jadon Vick, Shannon Threatt, and Andrew Broughton, the Lancaster County area does not have any nearby licensed household goods movers. This creates a problem for residents of Lancaster County as they are forced to pay exorbitant prices to utilize the services of a licensed mover or either forego the services of a mover altogether. Approving the Application of Modern Day Movers can fill this void by supplying the need for movers in the area.

VI. FINDINGS OF FACT

1. The Commission finds there are no outstanding judgments pending against Modern Day Movers. Further, Applicant is familiar with and agrees to comply with all statutes and regulations governing movers of household goods. Modern Day Movers is fit to appropriately perform the service described in its Application.

2. The Commission finds Modern Day Movers has demonstrated it has purchased a 26-foot box truck to provide the service described in its Application. Further, Modern Day Movers supplemented its Application with an insurance quote. Modern Day Movers is able to appropriately perform the service described in its Application.

3. The Commission finds that by submitting its Application, Modern Day Movers has demonstrated it is willing to appropriately perform the proposed service.

4. The Commissions finds that public convenience and necessity are not already being served by existing authorized services.

VII. CONCLUSIONS OF LAW

1. The Commission concludes that Modern Day Movers has demonstrated it is fit, willing, and able to appropriately perform the service described in its Application. S.C. Code Ann. Regs. 103-133(1) (2012).

2. The Commission concludes that the public convenience and necessity are not already being served by existing authorized service. S.C. Code Ann. Regs. 103-133(1) (2012).

3. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to Modern Day Movers.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Modern Day Movers for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.

2. Modern Day Movers' Tariff and Bill of Lading are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended,

within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. § 58-23-10 *et seq.*, and the applicable Regulations for Motor Carriers, a Certificate will be issued by ORS authorizing the motor carrier services granted herein.

5. The motor carrier's services authorized by this Order may not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

6. Failure of Applicant to either (1) complete the certification process by complying with ORS requirements within ninety (90) days of this Order, or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

7. Should Applicant fail to meet the requirements of this Order, ORS is requested to furnish the name and docket number of Applicant to the Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the docket will be closed.

This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



A handwritten signature in blue ink, reading "Florence P. Belser", is written over a horizontal line.

Florence P. Belser, Vice Chairman
Public Service Commission of
South Carolina

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Date Proposed: 09/18/2020

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Effective Date: _____

Order Exhibit 1
Docket No. 2020-162-T - Order No. 2021-31
January 15, 2021

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Modern Day Movers. These services are furnished statewide.

Date Proposed: 09/18/2020

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Effective Date: _____

SECTION 1**1.0 TRANSPORTATION CHARGES**

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave Modern Day Movers office location, and includes the movers estimate return time to the office location.

<u>Number of Movers</u>	<u>Hourly Rate: Monday -Saturday</u>	<u>Hourly Rate: Sunday</u>
Two Men and a Truck	\$109.00	\$137.00
Three Men and a Truck	\$137.00	\$155.00
Each Additional Man	\$40 per man /per hour	\$55.00 per man/hour

1.2 Office Hours / Minimum Hourly Charges:

Modern Day Movers will operate Monday – Friday, 8:00am – 6:00pm and Saturday and Sunday from 8:00am – 4:00pm.

Monday – Saturday	Two-Hour Minimum Charge
Sunday	Two-Hour Minimum Charge
Recognized Federal Holidays	Two-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Modern Day Movers will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving the additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (41" or above) -\$75.00
- Pool Tables -\$257.00
- Gun Cabinet -\$75.00
- Hot Tubes, Whirlpools -\$250.00
- Riding Lawnmowers -\$75.00
- Flat Screen Televisions (41" or above) -\$50.00
- Golf Carts -\$150.00
- Piano (upright) - \$75.00, Chicago Style - \$125.00, Baby Grand - \$150.00

2.2 Elevator or Stair Carry

Modern Day Movers does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Modern Day Movers does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicles.

2.4 Pick Up and Delivery

Modern Day Movers does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Modern Day Movers does not charge an additional fee for packing and unpacking. The package rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.

2.5.2 Modern Day Movers is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Modern Day Movers reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.7 Waiting Time

The customer is charged the rates as specified in Section 1 for all waiting time or delays which are not the fault of Modern Day Movers.

2.8 Storage In Transit/Overnight Truck Storage

If Storage is needed in transit, the fee will be \$150.00 per truck, per night. There is an additional charge of \$150.00 if storage is needed on the truck past 12:00 pm on the following day.

SECTION 3

3.0 RULES AND REGUALTIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within seven days of the move. Modern Day Movers must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Modern Day Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Modern Day Movers immediately. They will complete a Damage Report before your move. No damage claim will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.1.4 Standard South Carolina Mover's Transit Coverage will be automatically applied to all articles at a compensation rate of \$0.60 or 60 cents per pound. Everything is valued at \$0.60 per pound against damage during the move. For example: if a chair weighs 10 lbs and is broken during the move, regardless of the value, the settlement will be \$6.00 based on \$0.60/lb/item This is the standard minimum coverage in the moving industry. Optional additional insurance is available for \$49.00 per \$1,000.00 of coverage. Shipper must specify the amount of additional insurance coverage and initial on the Bill of Lading prior to move.

3.2 Computing Charges

Modern Day Movers' rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publication

Modern Day Movers' rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

Date Proposed: 09/18/2020

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Effective Date: _____

3.4 Bill of Lading, Contract Terms, and Conditions

Each Customer will be provided with a copy of Modern Day Movers' Bill of Lading. The terms and conditions of the Bill of Lading attached hereto, are hereby incorporated by reference.

3.5 Items of Particular Value

Modern Day Movers does not assume any liability whatsoever for documents, currently, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp, collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Modern Day Movers will not accept responsibility for safe delivery of such articles if they come into Modern Day Mover's possession with or without Modern Day Mover's knowledge.

3.6 Delays

Modern Day Movers shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4**4.0 PROMOTIONS**

Modern Day Movers shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens (age sixty-five and older) that provide proper proof of same. Extra chargeable items will follow rates in Section 2.2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Modern Day Movers office location, and the movers estimated return time to the office location. The hourly rates and charges are indicated below.

Number of Movers**Hourly Rates: Monday – Sunday**

Two Men and a Truck	\$103.55
Three Men and a Truck	\$ 130.15
Each Additional Man	\$ 38.00 per man/ per hour

INVOICE
NO 11407



6882 Shiloh Unity Rd. • Lancaster, SC 29720
803-351-8484

"Family Owned and Operated"

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 7 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed, and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part of parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier thereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party in possession of the property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coorage, packing and repacking at owner's cost.

Sec. 4. (a) Property received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charges for storage and to carrier's responsibility as warehouseman, only if, at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and the carrier shall without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage, in the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be sent at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 80 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.